

900436522 01/23/2018

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM459129

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mutual Minds, LLC		01/19/2018	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hippo Investments LLC		
<b>Street Address:</b>	1000 N. West Street		
<b>Internal Address:</b>	Suite 1501		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Limited liability company: Delaware		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86631144	SPOA SINGLE PARENTS ALLIANCE OF AMERICA	
<b>Serial Number:</b>	86631149	EPAOA EXPECTING PARENTS ALLIANCE OF AMER	
<b>Serial Number:</b>	86631169	AHR AMERICAN HOPE RESOURCES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	sarahc@dediego.law		
<b>Correspondent Name:</b>	Sarah R. Frankfort		
<b>Address Line 1:</b>	448 W. 19th St.		
<b>Address Line 2:</b>	#286		
<b>Address Line 4:</b>	Houston, TEXAS 77008		
<b>NAME OF SUBMITTER:</b>	Sarah R. Frankfort		
<b>SIGNATURE:</b>	/Sarah R. Frankfort/		
<b>DATE SIGNED:</b>	01/23/2018		
<b>Total Attachments: 5</b>			
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source=Trademark Assignment Agreement (Executed)#page5.tif

Exhibit D

Trademark Assignment

[see attached]

## **TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of September 8, 2017 (the "Effective Date"), is entered into by Mutual Minds LLC, a California limited liability company ("Assignor"), in favor of Hippo Investments, LLC, a Delaware limited liability company ("Assignee").

### **RECITALS:**

- A. Assignor is the owner of each of the trademarks set forth on Schedule A to this Agreement (the "Trademarks"). Schedule A also accurately sets forth the US Trademark Registration Number of each such Trademark."
- B. Assignor has agreed to execute and deliver this Agreement for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

**NOW, THEREFORE**, in consideration of \$1.00, and other good and valuable consideration, the receipt and adequacy of which consideration are hereby conclusively acknowledged, each of Assignor and the Seller's Representative, intending to be legally bound, hereby agrees as follows:

1. Assignment. Each of Assignor and the Seller's Representative hereby irrevocably conveys, transfers and assigns to Assignee (including all of Assignee's successors, assigns, heirs and administrators) all of Assignor's and/or the Seller's Representative's (as applicable) right, title and interest in and to the following (collectively, the "Assigned Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark:

(a) the Trademark and all registrations, issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of, or which may evolve from, the Trademark;

(b) all rights of any kind whatsoever of Assignor and/or the Seller's Representative (as applicable) accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the Effective Date, including, without limitation, all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

For the avoidance of doubt, and without limiting the foregoing, each of Assignor and the Seller's Representative hereby irrevocably conveys, transfers and assigns to Assignee (including all of Assignee's successors, assigns, heirs and administrators) all of Assignor's and/or the Seller's Representative's (as applicable) right, title and interest in and to the Trademark in all foreign countries, and all applications for the Trademark in foreign countries and all registrations, issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of, or which may evolve from, the Trademark, including, without limitation, the right to claim International Convention priority.

2. Recordation. Each of Assignor and the Seller's Representative hereby authorizes the Commissioner of Trademarks in the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request of Assignee.

3. Additional Acts by Assignor and the Seller's Representative. From time to time after the Effective Date, each of Assignor and the Seller's Representative will execute and deliver to Assignee such additional documents, instruments, transfers, conveyances, assignments and assurances, take such further actions and do all matters and things as may be convenient or necessary to convey and transfer full right, title and interest to Assignee, vest in Assignee, and place Assignee in legal and actual possession of, the Assigned Trademark.

The Assignor, intending to be legally bound by this Agreement, has duly executed this Agreement on the Effective Date.

**ASSIGNOR:**

**MUTUAL MINDS, LLC**

By:

Name:

Title:

*[Signature]*  
Name: MALCOLM ROBERTSON  
Title: Author.

**ACKNOWLEDGMENT**

State of \_\_\_\_\_ )  
 ) ss  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2017 before me personally came \_\_\_\_\_, known to me to be the same person whose name is signed to the foregoing Trademark Assignment Agreement, and acknowledged the execution thereof for the uses and purposes therein set forth, and who did swear and say that he is the \_\_\_\_\_ of MUTUAL MINDS, LLC, and that he has the authority to execute said Copyright Assignment Agreement on behalf of himself and such entity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(NOTARIAL SEAL)

\_\_\_\_\_  
Notary Public  
My Commission expires:

*see attached*  
*jc*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of VENTURA )

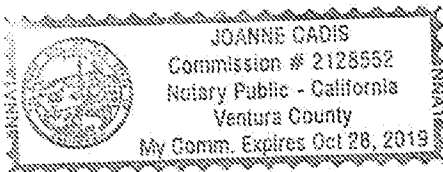
On 1-19-2018 before me, JOANNE CADIS, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared MARC J. BISHARA  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Joanne Cadis  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

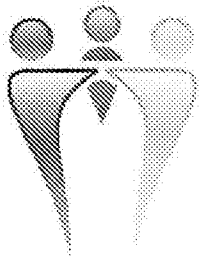
Schedule A



SPAOA

Single Parents  
Alliance of America

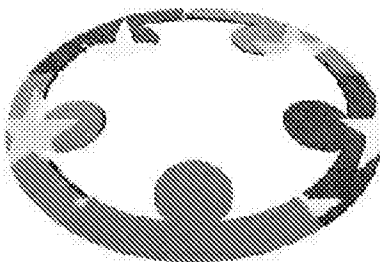
**Word Mark** SPAOA SINGLE PARENTS ALLIANCE OF AMERICA  
**Serial Number** 86631144



EPAOA

Expecting Parents  
Alliance of America

**Word Mark** EPAOA EXPECTING PARENTS ALLIANCE OF AMERICA  
**Serial Number** 86631149



AHR  
AMERICAN HOPE RESOURCES

**Word Mark** AHR AMERICAN HOPE RESOURCES  
**Serial Number** 86631169

*Signature Page to Trademark Assignment Agreement*